

CANADIAN COMPETITION LAW AND POLICY DEVELOPMENTS

The articles in this section were written by Sandra Simpson, Randy Hughes, Paul Lepsoe, Debbie Campbell, David Little, Kevin Clease and Mitchell Goldbloom

CANADIAN AIRLINE MELEE REACHES COMPETITION TRIBUNAL

On February 1, 1993, the Competition Tribunal commenced hearings on an application by the Director dated November 15, 1992, pursuant to section 106 of the *Competition Act*. The application seeks to vary the Consent Order of the Competition Tribunal dated July 7, 1989 (the "Consent Order"), with respect to the merger of the computer reservation systems ("CRS") of Air Canada and Canadian Airlines International ("Canadian") in order to eliminate the impediment to a proposed alliance between Canadian and American Airlines, Inc. ("American").

Hearings and argument were completed on March 12, 1993. The Tribunal, comprised of the Honourable Mr. Justice Strayer, Dr. Frank Roseman and Mr. Jack L. Smith, is expected to render a decision in the near future.

Background — The Gemini Merger

On July 1, 1987, Air Canada and Canadian formed the Gemini Group Limited Partnership (the "Gemini Partnership") which effected a merger of the Air Canada and Canadian CRSs, now known as Gemini. Prior to 1987, Air Canada owned and operated a CRS under the trade name Reservec II, while Canadian owned and operated a CRS called Pegasus 2000.

CRS owners, such as Air Canada and Canadian, are vendors of information regarding airline schedules, fares and seat availability distributed by the CRS to subscribers or purchasers such as travel agents. If an airline is "hosted" on a CRS, it stores its complete inventory in the CRS. The CRS thereby provides the carrier with both an internal reservation and a management system to control its inventory, and an external reservation system to distribute its product to travel agents and ultimately consumers. An airline can only host on one system. As a result of the merger, Air Canada and Canadian and their respective affiliates were hosted on Gemini.

On March 3, 1988, the Director commenced an application pursuant to section 64(1) of the *Competition Act* (now section 92) seeking an order to dissolve the Gemini Partnership on the basis that it prevented or lessened or was likely to prevent or lessen competition substantially in the provision of CRS services to airlines, travel agents and consumers; and that the merger would likely entrench the dominant position of Air Canada and Canadian in the airline industry in Canada, resulting in a reduction in competition and higher prices for air transportation.

In March 1989, Air Canada and Canadian entered into a memorandum of agreement with Covia Canada Partnership Corp. ("Covia") whereby Covia

CANADIAN COMPETITION RECORD

became a one-third owner in the Gemini Partnership. The Gemini Group Automated Distribution Systems Inc. ("Gemini") is the general partner of the Gemini Partnership, with Air Canada, PWA/Canadian and Covia being limited partners. Each of the limited partners own a one-third interest in Gemini and the Gemini Partnership. Covia itself operates a CRS called Apollo. Covia is 50% owned by United Airlines, with the remainder of the company owned by a number of other airlines.

The Director amended his application on April 24, 1989, seeking a consent order pursuant to section 105 of the *Competition Act* to impose behavioural constraints upon the Gemini Partnership. A Consent Order was issued by the Competition Tribunal on July 7, 1989, which imposed CRS Rules governing the conduct of the Gemini Partnership and the hosted airlines.

The Gemini Partnership entered into a hosting contract ("Gemini Hosting Contract") dated June 30, 1989, whereby the Gemini Partnership agreed to host Air Canada and Canadian and their respective affiliates. The Gemini Hosting Contract was terminable upon the written consent of each limited partner, upon the termination of the partnership, or otherwise on December 31, 2067.

The Parties Involved in the 1992 Application

Air Canada, PWA Corporation ("PWA"), Canadian, Gemini, Gemini Partnership, and Covia were named as respondents to the Director's application dated November 5, 1992. Four of the respondents — Air Canada, Gemini, Gemini Partnership and Covia — opposed the Director's application, while PWA and Canadian supported the Director's position. Canadian is a subsidiary of PWA.

Mr. Justice Strayer heard submissions from various parties seeking status as intervenors, and granted intervenor status to the following organizations:

Consumers' Association of Canada ("CAC")
American Airlines, Inc.

Attorney General of Manitoba
("A.G. Manitoba")

Alliance of Canadian Travel Associations
("ACTA")

Bios Computing Corporation

IBM Canada Ltd. ("IBM")

Via Rail Canada Inc. ("Via Rail")

Unisys Canada Inc. ("Unisys")

Council of Canadian Airlines Employees

Attorney General for Alberta ("A.G. Alberta")

Nationair, which recently filed a proposal pursuant to the *Bankruptcy and Insolvency Act*, applied for intervenor status, but was not granted such status as it failed to take a position as to whether it supported or opposed the Director's application.

The Director's application was ultimately supported by the intervenors CAC, American, A.G. Manitoba, ACTA, Council of Canadian Airlines Employees, and A.G. Alberta. The application was opposed by IBM (which has recently entered into a multi-million dollar contract with Air Canada to convert the existing Unisys-based Reservec CRS to an IBM-based Reservec III), Unisys (which supplies computer software and hardware to Air Canada through Reservec), and Via Rail (which has several contracts with Gemini).

On December 23, 1992, Mr. Justice Strayer ordered that the intervenors to the original 1988 application (CAC, American, A.G. Manitoba and ACTA) would be permitted to present expert evidence and file

CANADIAN COMPETITION RECORD

written submissions at the conclusion of the hearing; while "new" intervenors were limited to filing written submissions.

In order to protect the parties' commercially sensitive information, several confidentiality agreements were entered into whereby only counsel and/or expert witnesses were permitted to read certain documents and transcripts, and to hear portions of the evidence.

The Parties' Positions

(a) The Director

The Director's application is based on the proposition that there have been changes in circumstances since the Consent Order was approved by the Tribunal in July 1989, such that it would not have been made at all or it would not have been made without a provision for the early termination of the Hosting Contract. The Director alleges that due to the changes in circumstances and the provisions of the Consent Order, if it is not varied, there will be a substantial lessening of competition in the airline market in Canada. Thus, the Director contends that the Consent Order, in its present form, is ineffective in achieving the purpose for which it was intended.

The fundamental change in circumstances alleged by the Director is the financial viability of Canadian/PWA. The Director alleges that Canadian will not survive as an airline carrier in Canada without a substantial equity infusion or an alliance with a substantial airline carrier. Two other airline carriers, City Express and Intair, which were operating and providing competition to Air Canada in 1989, are no longer in operation. The Director alleges that these circumstances did not exist in July 1989, and that the Consent Order as presently framed would not

have been approved by the Tribunal given these facts, since the concerns about competition in the airline industry would not have been alleviated.

The Director alleges that there are four alternative scenarios for the future of Canadian:

- (a) Merger with Air Canada;
- (b) Liquidation;
- (c) Sale of significant assets to another airline carrier and continued operation on a smaller scale; and
- (d) Alliance with another carrier.

(a) The Director alleges that the merger which had been proposed between Air Canada and Canadian is not a satisfactory alternative since the merged company would have a monopoly in the airline industry in Canada. According to the Director, the merged company would control 96% of domestic scheduled airline flights in the top 205 city pairs. The Director contends that it is highly unlikely that another carrier could enter the airline market to compete with the merged company due to the cumulative height of existing barriers to entry in the market.

(b) The Director alleges that the liquidation of Canadian would result in a substantial lessening of competition in the airline industry in Canada since the existing regional carriers do not provide real competition to Air Canada, and the liquidation would result in a monopoly for Air Canada.

(c) Canadian's major assets are its route rights to Pacific Asia, its regional carriers and its aircraft. The Director contends that Canadian could not raise sufficient funds from the sale of assets to carry on business in a reduced form.

CANADIAN COMPETITION RECORD

(d) The Director contends that the only viable alternative for Canadian's survival is an alliance with another carrier through a substantial equity infusion. Proposals for alliances with Canadian were made in 1992 by Air Canada and American. On October 1, 1992, the Director required Canadian to actively solicit offers for a merger or alliance from other sources, and no offers were forthcoming. The Director contends that the key to the survival of Canadian, and the preservation of competition in the airline industry in Canada is the completion of the proposed alliance with American.

The agreement which has been entered into between Canadian and American provides for a \$250 million equity investment by American in Canadian/PWA in return for 25% of the voting stock and provisions for bridge financing. The outstanding condition to the completion of the transaction is Canadian's agreement to enter into a 20 year services agreement with American, which contract requires that Canadian be hosted on the American CRS, Sabre. American contends that the promise of revenue to be derived from the package of services involved in the services agreement is a condition for American's equity infusion, since Canadian has no significant assets to pledge as security. The satisfaction of this condition to the American-Canadian alliance is prevented by Canadian's involvement in the Gemini Partnership, since the Gemini Hosting Contract requires that Canadian be hosted on the Gemini CRS.

The Director requests that the Consent Order be varied to terminate the Gemini Hosting Contract so that Canadian is free to be hosted on Sabre, which thereby eliminates the only barrier to the proposed alliance with American. The Director and American suggest that 12 months is a reasonable period within

which to complete the de-hosting of Canadian from Gemini, and propose that the other parties to the contract should be compensated for the reasonable administrative costs associated with the de-hosting process.

(b) The Respondents

The Director's application was opposed by Air Canada, Covia, Gemini and Gemini Partnership on both jurisdictional and substantive bases.

(i) Jurisdictional Grounds

The Respondents submit that the Director's application to vary the Consent Order was inappropriate, premature, and without jurisdiction. The Respondents oppose the Director's application on the grounds that the Gemini Hosting Contract was not the subject matter of the Director's 1988 application, nor the 1989 Consent Order, and therefore the Tribunal is without jurisdiction to hear an application pursuant to section 106 of the *Competition Act* to terminate the Gemini Hosting Contract by a variation of the Consent Order.

In the Respondents' submission, the Director's 1988 application addressed concerns raised by the Gemini Partnership about competition in the CRS industry, not competition in the airline industry. In the event that Canadian fails, the Respondents contend that the potential impact on the airline industry is not properly dealt with by variation of the Consent Order.

The Respondents also submit that the relief sought by the Director — the termination of the Gemini Hosting Contract or the rescission of the Gemini Partnership — exceeds the Tribunal's power to vary or rescind an order pursuant to section 106. Further,

CANADIAN COMPETITION RECORD

the Respondents argue that the Tribunal does not have jurisdiction pursuant to section 92 of the *Competition Act* to dissolve the Gemini Partnership, since the merger has been in effect for more than three years.

(ii) Substantive Grounds

The Respondents dispute that there have been any changes in circumstances that were relevant to the subject matter of the 1989 Consent Order. They contend that the purpose of the Consent Order was to maintain competition in the CRS industry which has been achieved since the Rules prescribed by the Consent Order continue to work effectively.

The Respondents attack the effect of the Director's proposed termination of the Gemini Hosting Contract, alleging that the loss of hosting revenue from Canadian will threaten the financial viability of Gemini without drastic restructuring. The Respondents allege that Gemini will be so adversely affected by the withdrawal of Canadian, that Gemini will likely be forced to cease operations, which will result in a lessening of competition in the CRS market, and the loss of numerous jobs. The Respondents assert that the Gemini CRS could only continue with massive restructuring, the cost of which cannot be borne by the remaining partners.

The Respondents allege that American's demand that Canadian be hosted on its Sabre CRS is an attempt by American to increase Sabre's market share since there is no technical, business or operational rationale for this condition to the alliance between Canadian and American. According to the Respondents, Canadian could continue to be hosted on Gemini, and develop links to the Sabre system.

The Respondents also allege that there is nothing to prevent Canadian from terminating its involvement in the Gemini Hosting Contract through breach of contract, which breach would be compensated for by damages in private litigation. According to the Respondents, Canadian/PWA and the Director are abusing the provisions of the *Competition Act* to legitimize a breach of contract. The Respondents further assert that the Director acted improperly in bringing the application without prior notice to them, and by failing to address the likely impact of the failure of Gemini upon the CRS market.

According to the Respondents, if Canadian is permitted to be hosted with Sabre, Sabre will be given a virtual monopoly in the CRS industry in Canada. The Respondents allege that if the Director's present application is allowed, there will be a substantial lessening of competition in the CRS industry, which was the very concern addressed and alleviated by the Consent Order.

Related Proceedings

There are a number of concomitant judicial and quasi-judicial proceedings involving the parties to the Director's application. The Honourable Mr. Justice Callaghan of the Ontario Court, General Division, has heard an action by Canadian/PWA for a declaration that the Gemini Partnership is insolvent and an application to have the Gemini Partnership wound up.

Air Canada, Gemini and Covia have commenced actions against PWA, Canadian and American for damages in the amount of \$1 billion for inducing breach of contract, which actions will now proceed in Ontario. In addition, PWA and Canadian have instituted an action in Alberta against Air Canada

CANADIAN COMPETITION RECORD

for \$1 billion in damages for predatory pricing practices in early 1992.

In late March 1993, the National Transportation Agency commenced hearings required by the *National Transportation Act* into the impact of the proposed acquisition by American of a 25% interest in PWA /Canadian. Those hearings are scheduled to be completed by mid-April, 1993.

D.A.C., R.T.H.

**COMPETITION TRIBUNAL
DETERMINES REMEDY FOR
SOUTHAM B.C NEWSPAPERS
MERGER CASE; APPEALS PENDING**

On December 10, 1992, the Competition Tribunal released its *Reasons and Decision Regarding Remedy* with respect to the Director's action against Southam Inc. concerning its acquisition of two community newspapers and a real estate publication in the Vancouver area. In an earlier decision on June 2, 1992, the Tribunal found that the common ownership of the *North Shore News* and the *Real Estate Weekly* resulted in a substantial lessening of competition in the advertising of real estate on the North Shore since the two publications were the only effective competitors in the area.¹ At the time, however, the Tribunal put off making any remedial order until it could hear further evidence on an appropriate remedy from the interested parties.

At the subsequent hearing which took place on November 9 and 10, 1992, each party put forward a different suggested remedy for consideration by the Tribunal. The Director submitted that the only effective solution to the lessening of competition was to require the complete divestiture of either the *North*

Shore News or the *Real Estate Weekly*. On the other hand, Southam proposed that it could solve the problem by selling the real estate advertising section that was inserted into the *North Shore News* once a week, since it was only that supplement that had anything to do with real estate advertising.

Under s. 92 of the *Competition Act*, the Tribunal is given broad powers to deal with mergers (and proposed mergers) that prevent or substantially lessen competition. These remedies include dissolution of the merger, divestiture, disposition of assets or shares and, with the consent of the Director and the party against whom the order will issue, any other action. Note, however, that orders under s. 92 and the rest of Part VIII of the Act are to be remedial in nature rather than punitive.

In determining the appropriate remedy in this case, the Tribunal stated that its paramount goal in contested proceedings under s. 92 of the Act should be to restore the pre-merger competitive situation in the affected market:

...Once the Tribunal has concluded that the result of the merger is a substantial lessening of competition in a market or a likely lessening of competition in a market, the remedy to be ordered must restore the pre-merger competitive situation in the market.

In response to the respondents' position that an order restoring the pre-merger situation would harm their interests and, in essence be punitive, the Tribunal stated that a remedy is not punitive unless it goes further than necessary to be effective. Therefore, since the only effective remedy in this case was to restore the pre-merger competitive situation, it could not be regarded as a punitive measure.

In assessing whether the sale of the real estate advertising supplement of the *North Shore News*

CANADIAN COMPETITION RECORD

would effectively restore competition, the Tribunal accepted evidence that there was no guarantee that the section, as an independent publication, would enjoy the same success as it did as part of the *North Shore News*. This conclusion was based in part on indications of the resulting decreased value of the supplement to realtors as an advertising medium, along with the increased production and distribution costs that would most likely follow its separation from the main publication. Further, there was no evidence that the market could support two specialized real estate publications anyway. Thus, it was unlikely that the supplement, operating on its own, would have the pre-merger competitive strength of the *North Shore News* advertising section and, therefore, the respondents' submission could not be treated as an effective remedy.

In the end, the Tribunal adopted the Director's suggestion and ruled that the respondents must sell, at their option, either the *North Shore News* or the *Real Estate Weekly*.

A divestiture order was issued by the Tribunal with respect to the sale of one or the other of the two publications on March 8, 1993. However, its effect has been stayed on the consent of the parties pending the disposition of various appeals that have been launched in the Federal Court of Appeal. These matters should be heard some time in September of this year.

D.P.L.

¹ For additional background on this matter, see (1991) 12:1 C.C.P.R. 3; (1991) 12:2 C.C.P.R. 7; (1991) 12:3 C.C.P.R. 3; and (1991) 12:4 C.C.P.R. 8. For further details on the Competition Tribunal's June 2, 1992 decision, see J.F. Blakney, "Competition Tribunal Decides Southam B.C. Newspapers Merger Case" (1992) 13:2 C.C.P.R. 1.

PAVING BID RIGGING CHARGES DROPPED

Charges against three Ottawa area paving companies and two individuals for alleged bid rigging offences under section 47 of the *Competition Act* were dropped on December 4, 1992. The charges which were originally laid against George Wimpey Canada Ltd., Dibblee Construction Ltd., Interprovincial Paving Company, Dale Stewart and Sergio DiGiacchino related to seven separate counts involving tender calls from June 1986 to July 1987 for asphalt paving service contracts in and around Ottawa.¹ The charges were withdrawn immediately before the preliminary inquiry which had been scheduled to begin on December 7, 1992.

Staff

¹ See D. P. Little, "Ottawa Pavers May Face Potholes" (1992) 13:2 C.C.P.R. 8.

NOVA SCOTIA PHARMACEUTICAL SOCIETY FOUND NOT GUILTY OF CONSPIRACY

On February 26, 1993, Mr. Justice Boudreau of the Nova Scotia Supreme Court cleared the Nova Scotia Pharmaceutical Society and the Pharmacy Association of Nova Scotia of charges that the organizations had conspired to limit competition illegally.¹ The organizations are the corporate associations for pharmacists and/or pharmacy operators in the Province of Nova Scotia.

The Crown had argued that the actions of the two organizations, through their committees and with their membership in dealing with third party insurers and the cash paying public, was a combination, agreement or arrangement to limit

CANADIAN COMPETITION RECORD

competition unduly contrary to s. 45 of the *Competition Act*.

The two principal issues before the trial judge were whether the actions of the two organizations constituted a combination, agreement or arrangement to prevent or lessen, unduly, competition in the market and, if so whether the two organizations had the required mental intent to attract criminal responsibility.

After a detailed review of the history of direct-pay insurance plans, Boudreau J. held that it was not necessary for an agreement to be of the "cartel" or horizontal variety to run afoul of s. 45 of the Act. Since there was no dispute between the parties that an agreement existed, the issue was whether the effect of the agreement was to impair competition to the extent required to attract criminal liability.

After an extensive market analysis, the court held that there was not a total prevention of competition but that the organizations' agreements "had the effect of removing and lessening many of the competitive elements for the supply of prescription drug and pharmacists' dispensing services to insurers".² The fact that the insurers approved and cooperated fully with the associations did not make the the lessening of competition any less undue.

In pre-trial proceedings, the defendants had challenged the constitutionality of aspects of s. 45 all the way to the Supreme Court of Canada.³ After reviewing the reasons of Mr. Justice Gonthier in that appeal, Boudreau J. concluded that there were two fault elements necessary to satisfy the *mens rea* requirement of the offence, one subjective and one objective. The court held that the Crown had established that the associations had the intention

to enter into the arrangement with the insurers and were aware of all its terms, thereby satisfying the subjective element of the offence. However, Mr. Justice Boudreau remained unconvinced that the associations "would have or should have known" that these agreements would unduly limit competition. Citing numerous factors, including government involvement in the market, the court concluded that the Crown had failed to satisfy the objective element of the offence.

At the time of publication, it was not known if the Crown would proceed with the charges against the individual pharmacists who were originally charged along with the association in the conspiracy.

M.G.

¹ *R. v. Nova Scotia Pharmaceutical Society* (26 February 1993), Halifax CR No. 11486 (N.S.S.C.).

² *Ibid.* at 66.

³ *R. v. Nova Scotia Pharmaceutical Society* (1992), 93 D.L.R. (4th) 36 (S.C.C.). See (1992) 13:3 C.C.P.R. 1.

NEW PYRAMID PROVISIONS IN FORCE

Amendments to the Competition Act regarding multi-level marketing plans and pyramid selling came into force as of January 1, 1993. The content of the changes to section 55 and the new section 55.1 were commented on in a previous issue of the *Record*.¹

Staff

¹ See: D.P. Little, "Amendments to Pyramid Selling Provisions of the Competition Act" (1992) 13:2 C.C.P.R. 7.

CANADIAN COMPETITION RECORD

POPSICLE PETE SETTLES WITH DIRECTOR

Popsicle Industries Ltd. has agreed to a settlement with the Bureau of Competition Policy which could require the company to offer up to 4,500 free Nintendo Entertainment System video game cartridges to participants in the 'Popsicle Pete's POWERSTIX Point Credit' promotion which ran from March 31, 1990, to March 31, 1991. When the company failed to provide the prizes offered, charges were laid under section 59(1)(b) of the *Competition Act* which addresses undue delay in the distribution of contest prizes.

As part of the settlement, the company agreed to advertise the availability of the video game cartridges to those who did not receive their prize in the original promotion. The deadline for claiming prizes was February 27, 1993, two and half months after the settlement was reached with the Director on December 10, 1992.

Despite having agreed to the supplemental distribution of prizes, Popsicle Industries Ltd. must still appear in court on March 29, 1993, for sentencing. Since the Crown has elected to proceed by indictment, the company faces a fine in the discretion of the court or imprisonment for a term not exceeding five years or to both under s. 59(2)(a) of the Act.

K.C.

CBA COMPETITION LAW SECTION FORMED

A new national Competition Law Section of the Canadian Bar Association (CBA) has been formed. The inaugural meeting was held at the CBA Annual

Meeting in Halifax last August, and a detailed committee structure has subsequently been put in place. The section chair is Russell W. Lusk, Q.C. of Ladner Downs, Vancouver.

One committee of the section is organizing a major competition law conference, tentatively scheduled for November.

CBA members wishing to join the section should contact Holly Doerkson, Director of National Sections, Canadian Bar Association, 50 O'Connor Street, Suite 902, Ottawa, Ontario K1P 6L2, telephone (613) 237-2925, fax (613) 237-0185.

P.K.L.

ANNUAL REPORT FILED IN HOUSE

The annual report of the Director of Investigation and Research under the *Competition Act* was tabled in the House of Commons on December 9, 1992. According to the Report, the Bureau ended its fiscal year on March 31, 1992 with several noteworthy developments in Canadian competition policy including some precedent setting fines in the compressed gas industry and the misleading advertising area¹ as well as the Supreme Court's upholding of the conspiracy provisions of the *Competition Act*.

In a press release accompanying the report, the Department of Consumer and Corporate Affairs claimed that the landmark decision by the Supreme Court of Canada in *R. v. Nova Scotia Pharmaceutical Society*² not only upheld the conspiracy provisions but also "reaffirmed the *Competition Act* as an essential feature of Canadian economic policy." The

CANADIAN COMPETITION RECORD

Minister of Consumer and Corporate Affairs at the time, Pierre Blais, stated "the *Competition Act*, amended in 1986, is an important part of the government's legislative and regulatory reform which is helping the Canadian economy to become more competitive globally."

K.C.

¹ Canadian Liquid Air Ltd. and Liquid Carbonic Inc. also pleaded guilty to similar charges and were fined \$1.7 million each. On January 22, 1992 Mr. Donald Cormie was convicted under the misleading advertising provisions and handed the single largest fine against an individual to date: \$500,000. See (1991) 12:4 C.C.P.R. 11; (1992) 13:2 C.C.P.R. 33 at 36-37.

² (1992), 93 D.L.R. (4th) 36 (S.C.C.). See L.A.W. Hunter, "Supreme Court Upholds Conspiracy Section" (1992) 13:3 C.C.P.R. 1.

UPCOMING COMPETITION LAW SEMINARS

<u>Date</u>	<u>Place</u>	<u>Seminar Description</u>
May 11	Four Seasons Hotel Toronto	Competition Law: Compliance in an Aggressive Marketplace Seminar provides an update on the latest developments in Canadian competition law; commentary by competition regulators on key areas; review of enforcement priorities; analysis of Price Discrimination Guidelines; examination of impact of Nutrasweet and Laidlaw Insight Information Inc. (416) 777-1242
May 13	Thorne Auditorium Northwestern University School of Law, Chicago	American Bar Association Living with the <i>Robinson-Patman Act</i> (312) 988-5606
May 18, 19	Ottawa	Trade, Investment & Competition Policy Co-sponsored by Consumer and Corporate Affairs Canada, and the Centre for Trade Policy and Law, Carleton University (613) 788-6696
May 26-29	Rome	International Bar Association, Antitrust and Trade Law 011-44629-1206
June 7	Toronto	Canadian Institute, (416) 927-0718
Aug. 4-11	New York	American Bar Association Annual Meeting
Aug. 9-11	Waldorf-Astoria Hotel, New York	ABA: Antitrust Section Meetings (312) 988-5606
Early October	New York	ABA: Communication Among Competitors: The new Antitrust Ground Rules Antitrust CLE Institute (312) 988-5606
Oct. 21, 22	Fordham Law School New York	Fordham Corporate Law Institute (212) 636-6885
Nov. 4, 5	Harvard Law School Cambridge, MA	The 27th Annual New England, Antitrust Conference Antitrust in Clinton Administration; Antitrust and Health Care Reform Proposals, (617) 636-6885
November	New York	ABA: False Advertising/Consumer Protection Antitrust CLE Institute (312) 988-5606

S.J.S.